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City Council Agenda Information

To: Mayor Steve Miller and City Council
From: Robert Stroud, Recreation Manager
Date: March 13, 2026
Subject: Interlocal Agreement for Trail Etiquette Signage in Blacksmith Fork Canyon

Summary: This is an interlocal agreement between Cache County, Hyrum City, and Cache Trails Alliance to improve trail etiquette awareness in Blacksmith Fork Canyon through the installation of signage and bike bell boxes.

Under the agreement, Cache County will provide trail etiquette signs that may be installed along the trail and at the trailhead near the mouth of Blacksmith Fork Canyon. An initial three signs will be installed, with the option to add up to six additional signs in the future. Two bike bell boxes will also be installed at the trailhead area to encourage safer shared use between cyclists and pedestrians.

Cache Trails Alliance will organize and lead the installation of the signs and bell boxes, with assistance from The Trails Cache and community volunteers. Volunteers will also help monitor the bell boxes and replenish bike bells as needed. Cache County and Cache Trails Alliance will share the cost of the bike bell boxes and signage.

Hyrum City will allow the installation and continued placement of the signs and bell boxes on City property and will coordinate with the other partners if relocation becomes necessary.

The agreement will remain in effect for five years, with an automatic renewal for an additional five-year term unless amended or terminated by the parties. The partnership is intended to promote safer trail use and consistent trail etiquette messaging throughout Cache Valley.

**INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY, HYRUM CITY, AND
CACHE TRAILS ALLIANCE REGARDING SIGNAGE INSTALLATION IN
BLACKSMITH FORK CANYON**

This interlocal agreement (this “Agreement”) is made and entered into by Cache County, a political subdivision of the State of Utah (the “County”), Hyrum City, a municipality and political subdivision of the State of Utah (the “City”), and Cache Trails Alliance, referred to collectively herein as the Parties and each individually herein as a Party.

WHEREAS, under the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code (the “Act”), political subdivisions of the State of Utah are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the County and the City are political subdivisions of the State of Utah and desire to work through cooperative action to benefit the residents of the County; and

WHEREAS, the Parties specifically desire to improve trail etiquette along the trails in Cache County; and

WHEREAS, it is to the mutual benefit of the Parties to enter into an agreement providing for their joint efforts to coordinate placement and maintenance of trail etiquette signs and bike bell boxes along trails and trailheads in Blacksmith Fork Canyon;

NOW, THEREFORE, the Parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE

This Agreement will become effective and enter into force within the meaning of the Act upon (a) approval by resolution of the governing body of the County and the City, if required by the Act, (b) execution by a duly authorized official of each respective Party, (c) submission to and approval as to form by an authorized attorney of the County and the City as required by Utah Code section 11-13-202.5, and (d) filing in the official records of the County and the City.

Section 2. DURATION

The term of this Agreement is from the effective date and will continue for a period of five (5) consecutive years from the effective date or unless terminated under the provisions of this Agreement. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

Section 3. ADMINISTRATION OF AGREEMENT

By entering this Agreement, the Parties do not intend to establish a separate legal entity. The Parties agree that, pursuant to Utah Code section 11-13-207, the City shall act as the administrator of this Agreement. The Parties further agree that this Agreement does not anticipate or provide for any organizational changes in the Parties. The Parties agree that the City will keep all books and records in such form and manner as the City shall specify and further agree that those books and records will be open for examination by the Parties at all reasonable times. The Parties agree that they will not jointly acquire, hold, or dispose of real or personal property under this Agreement during this joint undertaking. In the performance of obligations under this Agreement, Cache Trails Alliance, nor any agent, employee, officer, or elected official of the County or the City is or will be deemed to be an agent, employee, officer, or elected official of another Party.

Section 4. PURPOSES

This Agreement is entered into between the Parties for the purpose of installing trail etiquette signs and a bike bell box on City property. These signs are part of an effort in Cache County to raise awareness of common trail etiquette practices with branding and messaging that will be consistent within Cache Valley.

Section 5. RESPONSIBILITIES

The County owns the signs and agrees that the signs may be placed along the trail and at the trailhead at the mouth of Blacksmith Fork Canyon. There are three (3) signs that will be installed with the possibility of up to six (6) more being installed along the trail at later times. See map of proposed sign and bell box locations, attached as Exhibit A. Cache County (via The Trails Cache) will assist with installation of the signs and bike bell boxes as needed, however the primary responsibility for installation of the signs and bike bell boxes will be Cache Trails Alliance.

Cache Trails Alliance will organize the installation of the signs as well as two (2) bike bell boxes at the trailhead at the mouth of Blacksmith Fork Canyon and across the street near the bridge that crosses the stream. The bike bell box and signage will be provided by both Cache Trails Alliance and the County in equal amounts. As needed, Cache Trails Alliance, with assistance from The Trails Cache if needed, will install the posts where the signs and bike bell boxes will be attached. Where possible and allowed, Cache Trails Alliance will use posts and sign boards previously installed by the City. Further, volunteers managed by Cache Trails Alliance and/or the County will regularly monitor the bike bell boxes and ensure the bells are replenished as needed.

The City will allow Cache Trails Alliance and The Trails Cache to construct and install what is needed to make the signs visible and the bike bells accessible. The City will permit the signs and bike bell boxes to remain in the locations specified in Exhibit A. If the need arises for the signs and/or bike bell boxes to be moved, all three organizations will meet to determine new locations that will still function well.

Installation of the signs and bike bell boxes will take place within thirty (30) days of the Effective Date.

Section 6. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of the term set forth in Section 2 of this Agreement. Prior to the automatic termination of the Agreement at the end of the term set forth in Section 2, any Party may terminate the Agreement sixty days after providing written notice of termination to the other Parties. Upon termination, the County will be able to retrieve the signs that were used.

Section 7. INDEMNIFICATION

Each Party agrees to indemnify and hold harmless the others for damages, claims, suits, and actions arising out of negligent or intentional errors or omissions of its own officials or employees made in connection with this Agreement. The Parties agree that their obligations to indemnify are limited to the dollar amounts set forth in the Governmental Immunity Act, Utah Code section 63G-7-604. Furthermore, the County agrees to not hold the City or Cache Trails Alliance liable for any damage that may occur to the signs as a result of damage caused by a member of the public after the signs have been installed.

Section 8. AMENDMENTS

This Agreement may not be amended, changed, modified, or altered except by an instrument in writing that is (a) approved by resolution of the governing body of each respective Party, if required by the Act, (b) executed by a duly authorized official of each respective Party, (c) submitted to and approved by an authorized attorney of the County and the City, as required by Utah Code section 11-13-202.5, and (d) filed in the official records of the County and the City.

Section 9. SEVERABILITY

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, will not be affected thereby and will be enforced to the extent permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 10. NO PRESUMPTION

If any provision of this Agreement requires judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof are to be more strictly construed against the drafting party by reason of the rule of construction that a document is to be construed more strictly against the person who prepared it, it being acknowledged that each Party has participated in the preparation hereof.

Section 11. HEADINGS

HYRUM CITY

Steve J. Miller, Mayor

Date

ATTEST: Stephanie Fricke
City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH

Jon Jenkins
Attorney for Hyrum City

CACHE TRAILS ALLIANCE

Abby Sisneros-Kidd

Date

ATTEST: